

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

MARNAVI, SPA as agent for JILMAR SHIPPING
S.A.,

Petitioner,

vs.

ADVANCED POLYMER SCIENCES, INC.

Respondent.

Civil Action No. ____

**AFFIDAVIT OF MICHAEL
LLOYD IN SUPPORT OF
PETITION TO CONFIRM
FOREIGN ARBITRAL AWARD**

**AFFIDAVIT OF MICHAEL LLOYD IN SUPPORT OF
PETITION TO CONFIRM FOREIGN ARBITRATION AWARD**

Michael Lloyd, being duly sworn, deposes and says:

1. I am over eighteen years of age.
2. I am competent to make this affidavit, which is based on my own personal knowledge and upon information and documents that I believe to be true and accurate.
3. I submit this affidavit in support of Petitioner Marnavi SpA's ("Marnavi") Petition to Confirm Foreign Arbitral Award, dated June 24, 2008, issued in favor of Jilmar Shipping S.A. ("Jilmar" and together the "Owners") (the "Petition"), and brought by Marnavi as agent for Jilmar.
4. I am admitted to practice law as a solicitor in London, England.
5. I am currently counsel with the law firm of Salans, and counsel for Marnavi. At the time of the events referenced in this Affidavit I was principal of my own firm, Michael Lloyd & Co., and acted as counsel to Marnavi in connection with the dispute referred to below.
6. In July 28 1997, Marnavi, acting on behalf of Jilmar, as shipowner; and Advanced Polymer Sciences, Inc., as contractor ("APS"), Guaranteed Advanced Tank

Technology, as contractor ("GATT") and Cantiere Naval SEC ("Cantiere", together with APS and GATT, the "APS Group") entered into a written contract with respect to the vessel M/T Joran (the "Joran") (the "Agreement").

7. Section I of the Agreement, entitled "**Disputes**", has an arbitration provision that provides as follows:

Any dispute arising between the parties as to the performance of any portion of this Agreement which cannot be amicably settled by the parties shall be referred to arbitration in London.

8. The Agreement provides for arbitration before an ad hoc arbitral tribunal instead of an arbitration association or body.

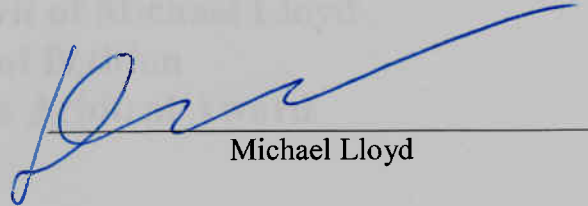
9. On or about December 18, 2000, the Owners, through me, their counsel, submitted a demand for arbitration by serving Points of Claim to the registered offices of APS and GATT. *See* Facsimile transmission from Lloyd & Co. to APS and GATT, dated March 5, 2001, a true and correct copy of which is attached hereto as **Exhibit A**.

10. In February 2001, the Owners, through me, their counsel, submitted a demand for arbitration by serving Points of Claim to the registered offices of Cantiere.

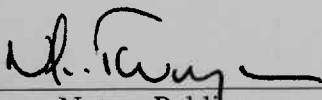
11. On November 11, 2005, the Arbitrator issued a final award on quantum which found APS, GATT and Cantiere jointly and severally liable awarding the Owners.

12. The time for APS, GATT or Cantiere to appeal the Arbitration Award has expired, and no further appeal is possible.

13. Thus, the Arbitration Award is final and binding on APS, GATT and Cantiere under the laws of England. *See* The Arbitration Act 1996 §58.


Michael Lloyd

Sworn to before me this ^{26th}~~25th~~ day
of June, 2008


Notary Public London, England (Nicholas A. Thompson)



**Exhibit to the Affidavit of Michael Lloyd
in Support of Petition
to Confirm Foreign Arbitral Award**

Exhibit A

the exhibit marked A
referred to in the Affidavit of
MICHAEL LLOYD
sworn before me this 27 day of JUNE 2008
N. P. [Signature]
Notary Public, London, England



APOSTILLE

(Hague Convention of 5 October 1961 / Convention de La Haye du 5 octobre 1961)

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

1. Country: United Kingdom of Great Britain and Northern Ireland
Pays: Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

This public document / Le présent acte public

2. Has been signed by **Nicholas Andrew Thompson**
a été signé par

3. Acting in the capacity of **Notary Public**
agissant en qualité de

4. Bears the seal/stamp of **The Said Notary Public**
est revêtu du sceau/timbre de

Certified/Attesté

6. the/le **27 June 2008**

5. at London/à Londres

7. by Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs /
par le Secrétaire d'Etat Principal de Sa Majesté aux Affaires Etrangères et du Commonwealth.

8. Number/sous No

H829369

10. Signature: **R.Bawden**

9. Stamp:
timbre:



For the Secretary of State / Pour le Secrétaire d'Etat

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LLOYD & CO
SOLICITORS

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Marnavi

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PREFERABLY BY TELEPHONE, FORTHWITH AND DO NOT READ THIS FAX, COPY IT OR
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DATE : 05 March 2001
TO : APS and GATT
ATTN: Donald Keenan
FROM : Michael Lloyd
REF: ML/ps/L2062
NUMBER OF SHEETS : 1
NUMBER: 00 1 440 937 5046

MESSAGE

"JORAN" AGREEMENT DATED 28th JULY 1997 BETWEEN
GUARANTEED ADVANCED TANK TECHNOLOGY LIMITED,
ADVANCED POLYMER SCIENCES INC, CANTIERE NAVALE SEC AND
MARNAVI SPA ACTING ON BEHALF OF THE CLAIMANTS JILMAR
SHIPPING SA

We refer to our last fax dated 18th December 2000 and note we have no reply from you. We
now formally demand that you join with us in appointing Mr George Eugg as sole arbitrator
in the reference. May we have your reply within seven days?

Regards

MLW
pp M. LLOYD